

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
In the Matter of

the Liquidation of

ICM INSURANCE COMPANY.
-----X

Index No.: 452122/13

AFFIRMATION

Eric S. Hong, an attorney at law duly admitted to practice before the Courts of the State of New York, affirms the following to be true under penalties of perjury:

1 I am an attorney with the New York Liquidation Bureau (the “NYLB”), which acts as the staff of Maria T. Vullo, Superintendent of Financial Services of the State of New York (the “Superintendent”) as liquidator (the “Liquidator”) of ICM Insurance Company (“ICM”), and submit this affirmation, upon information and belief based on my review of the ICM files maintained by the NYLB and the affidavit of Robert Sherwood, Director of Reinsurance Commutations of the NYLB (the “Sherwood Aff.”), attached hereto as Exhibit 2, in support of the Liquidator’s motion to approve the terms of an assignment agreement, dated May 9, 2017 (the “Assignment Agreement”), by and between the Liquidator and Logo, LLC (“Logo”), a copy of which is annexed hereto as Exhibit 3.

Background

2. On December 24, 2013, this Court entered an order (the “Liquidation Order”) placing ICM into liquidation, appointing the Superintendent of Financial Services of the State of New York and his successors in office as Liquidator of ICM, vesting the Liquidator with title to ICM’s property, contracts and rights of action, and directing the Liquidator to liquidate ICM’s business and affairs.

3. All policyholder claims and all assumed reinsurance claims against the ICM estate have been adjudicated, and all have been allowed or disallowed. Assuming that this motion is granted, the Liquidator intends to distribute the remaining assets of the ICM estate, including the amount that would be received in connection with the Assignment Agreement as set forth in paragraph 4 below, and apply to this Court for an order closing the ICM liquidation proceeding.

Efforts to Collect the Remaining Reinsurance Recoverables and the Invitation to Bid

4. Prior to liquidation, ICM entered into certain reinsurance treaties and agreements, and became a beneficiary under certain reinsurance policies and facultative certificates (collectively, the “Treaties”), with more than 120 reinsurers. Under the Treaties, ICM is entitled to reinsurance recoverables on paid losses and certain other balances in an aggregate uncollected amount of \$303,657.00 as of June 30, 2016 (the “Remaining Reinsurance Recoverables”). Sherwood Aff., ¶ 2. However, the collection of the Remaining Reinsurance Recoverables is not likely to prove cost-effective for the estate.

5. During the liquidation proceeding, the Liquidator has recovered significant amounts of reinsurance, but has not collected the Remaining Reinsurance Recoverables, which are spread across many reinsurers, often in small amounts, and are likely to cost more to collect than the amounts actually collected. In addition, many of the Remaining Reinsurance Recoverables are owed by foreign reinsurers and reinsurers that are financially impaired, which are factors that make collection efforts both more difficult and more costly. Sherwood Aff., ¶ 3. Finally, beyond the direct costs of continued collection efforts, there are administrative costs necessary to keep the ICM liquidation proceeding open. These costs represent the estate’s allocated proportionate share of the Liquidator’s overhead for staff salaries, office rent and other

expenses, and they will continue to be incurred until the estate is able to be closed. On balance, the Liquidator has determined that the costs of collection and the costs of keeping the ICM estate open for additional collection activities are likely to outweigh any recovery that can reasonably be expected from the Remaining Reinsurance Recoverables. Sherwood Aff., ¶ 3. Therefore, the Liquidator seeks an assignment of the Remaining Reinsurance Recoverables to another entity for which the likely recoveries and the timing of such recoveries may be more cost-effective.

6. The Liquidator brought a motion before this Court in June 2016 to assign the Remaining Reinsurance Recoverables for \$50,100.00 (the “Prior Motion”), which was withdrawn on July 14, 2016. Sherwood Aff., ¶ 4. Thereafter, the Liquidator prepared and posted an Invitation for Bid (“IFB”) for the purchase of the Remaining Reinsurance Recoverables. Sherwood Aff., ¶ 4. After an extensive due diligence period, during which documents in the possession of the Liquidator relevant to the Remaining Reinsurance Recoverables were made available for potential bidders to review, the Liquidator received bids from three companies, the highest of which was Logo’s bid of \$75,133.00 (the “Payment Amount”). After a further period of negotiating the terms of an assignment, the Liquidator and Logo entered into the Assignment Agreement, subject to the Court’s approval. Sherwood Aff., ¶ 4.

7. This application seeks the Court’s approval of the terms of, and the Liquidator’s entry into, the Assignment Agreement, pursuant to which the Liquidator will irrevocably and absolutely sell, assign and transfer to Logo the Remaining Reinsurance Recoverables and certain rights relating to such recoverables as specified in the Assignment Agreement, including without limitation collection and settlement rights relating to such recoverables, in exchange for payment by Logo of the Payment Amount.

ARGUMENT

The Court Should Approve The Assignment Agreement

8. The Superintendent as Liquidator has “the discretionary authority to dispose of assets and compromise claims of a distressed insurer, pursuant to statutory claim priorities and subject to the approval of [the] Supreme Court [of the State of New York] [citations omitted].” *Matter of Dinallo v. DiNapoli*, 9 N.Y.3d 94, 98 (2007) (quoting *Matter of Knickerbocker Agency (Holz)*, 4 N.Y.2d 245, 252 (1958)). Because the Payment Amount represents a compromise of estate assets in excess of \$25,000.00, the Assignment Agreement requires court approval pursuant to Insurance Law § 7428.

9. In furtherance of the broad discretionary powers granted to the Liquidator, courts defer to the business judgment of the Liquidator and deny applications, such as the instant one compromising a claim, only if the Liquidator’s actions are shown to be arbitrary or capricious or involve an abuse of discretion. *Matter of Mills v. Florida Asset Fin. Corp.*, 31 A.D.3d 849, 850 (3d Dep’t 2006); *Matter of Frontier Ins. Co.*, 57 A.D.3d 1302, 1304 (3d Dep’t 2008); *Matter of Callon Petroleum Co. v. Superintendent of Ins. of State of N.Y.*, 53 A.D.3d 845 (3d Dep’t 2008).

10. The Liquidator’s decision to enter into the Assignment Agreement falls squarely within her discretion and it is respectfully submitted that her decision to enter into the Assignment Agreement should be upheld unless it is shown to be arbitrary, capricious or an abuse of discretion. The Liquidator has concluded that receipt of the Payment Amount will, based upon the immediacy and certainty of Logo’s payment, result in greater value to ICM’s policyholders and other claimants than would result from continuing attempts by the Liquidator to collect on the Remaining Reinsurance Recoverables and the additional cost that the ICM estate would otherwise incur from such continuing attempts. *Sherwood Aff.*, ¶ 3. For that reason, the Liquidator respectfully submits that in her judgment the Assignment Agreement is in

all respects fair and reasonable under the circumstances and is in the best interest of all those interested in the affairs of the estate of ICM.

11. Because the decision to enter into the Assignment Agreement is not arbitrary, capricious or an abuse of discretion, but rather a rational decision based on the Liquidator's reasonable judgment that approval of the Assignment Agreement will benefit ICM's creditors, it is respectfully submitted the Assignment Agreement should be approved.

Notice

12. The only entities potentially affected by this motion are the reinsurers which entered into, or underwrote, the Treaties under which the Remaining Reinsurance Recoverables are due. For this reason, the Liquidator brings this motion by way of Order to Show Cause and seeks permission to serve this application on all such reinsurers at their last known addresses based on the information in the Liquidator's books and records, as set forth in Exhibit 4 hereto, and to provide notice to the general public by posting the application on the web page maintained by NYLB at <http://www.nylb.org>, at least 30 days before the return date. The Liquidator respectfully requests that this Court make the Order to Show Cause returnable at least 45 days after it is signed in order to provide adequate time to serve all of the reinsurers.

13. A prior Motion submitted to this Court seeking the relief described in ¶ 6, *supra*, was withdrawn on July 14, 2016.

WHEREFORE, it is respectfully requested that this Court enter an order, substantially in the form attached as Exhibit 1: (1) approving the Assignment Agreement; (2) authorizing and permitting the Liquidator to take the necessary steps, including, without limitation, executing and delivering undertakings and documents, to effect and carry out the Assignment Agreement; and

(3) providing the Liquidator with such other and further relief as this Court may deem just and proper.

Dated: New York, New York
July 21, 2017

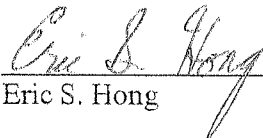

Eric S. Hong

EXHIBIT 1

At IAS Part 32 of the Supreme Court of the State of New York, County of New York, at the Courthouse, 80 Centre Street, Room 308, in the County, City and State of New York, on the ___ day of _____, 2017.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

In the Matter of

the Liquidation of

ICM INSURANCE COMPANY.

-----X

Index No. 452122/13
(Bluth, A., J.S.C.)

ORDER

Upon the motion of the Superintendent of Financial Services of the State of New York, as liquidator (the "Liquidator") of ICM Insurance Company, for an order approving the Assignment Agreement attached as Exhibit 3 to the July 21, 2017 affirmation of Eric S. Hong, submitted in support of the motion (the "Assignment Agreement");

NOW, based upon the application of the Liquidator and no opposition having been filed with the Court, it is

ORDERED, that the motion is granted and that the Assignment Agreement is approved; and it is further

ORDERED, that the Liquidator is authorized and permitted to execute and deliver all necessary undertakings and documents, and take all other necessary steps, to effect and carry out the Assignment Agreement.

ENTER

J.S.C.

EXHIBIT 2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of

Index No. 452122/13

the Liquidation of

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ICM INSURANCE COMPANY.
-----X

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Robert J. Sherwood, being duly sworn, deposes and says:

1. I am the Director of Reinsurance Commutations of the New York Liquidation Bureau (the "NYLB"), which acts as the staff of the Superintendent of Financial Services of the State of New York as Liquidator (the "Liquidator") of ICM Insurance Company ("ICM"), and submit this affidavit on personal knowledge, based on my review of the files maintained by the NYLB and conversations I have had, in support of the application of the Liquidator for an order approving the assignment agreement (the "Assignment Agreement") entered into by and between the Liquidator and Logo, LLC ("Logo"), a copy of which is attached as Exhibit 3 to the accompanying affirmation of Eric S. Hong.

2. Prior to its placement into liquidation, ICM entered into certain reinsurance treaties and agreements with, and became a beneficiary under certain reinsurance policies or facultative certificates (together with the treaties, agreements and policies, the "Treaties") issued by, more than 120 different reinsurers in total, pursuant to which each participating reinsurer agreed to reinsure certain liabilities of ICM. The Treaties generated uncollected reinsurance recoverables on paid losses, plus reinsurance balances, payable to ICM, which ICM assumed from other companies, in an aggregate amount of \$303,657.00, based on the Liquidator's records, as of June 30, 2016 (the "Remaining Reinsurance Recoverables"). A list of the reinsurers owing the Remaining Reinsurance Recoverables, and their last-known addresses based

on the information in the Liquidator's books and records, is attached as Exhibit "4" to the Hong Affirmation.

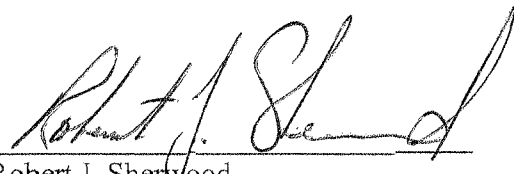
3. While the Liquidator has recovered significant amounts of reinsurance for the ICM estate, she has not collected the Remaining Reinsurance Recoverables, which are spread across many reinsurers, often in small amounts, and are likely to cost more to collect than the amounts actually collected. Many of the Remaining Reinsurance Recoverables were generated from Treaties with foreign reinsurers and reinsurers which are financially impaired, which makes collection efforts both more difficult and more costly. Moreover, continued efforts to collect the Remaining Reinsurance Recoverables will lead to continuing administrative expenses which are necessary to keep the ICM liquidation proceeding open. The Liquidator has determined that the costs of collection and of keeping the ICM estate open for additional collection activities are likely to outweigh any recovery that can reasonably be expected on the Remaining Reinsurance Recoverables.

4. The Liquidator brought a motion before this Court in June 2016 to assign the Remaining Reinsurance Recoverables for \$50,100.00 (the "Prior Motion"), which was withdrawn on July 14, 2016. Thereafter, the Liquidator prepared and posted an Invitation for Bid ("IFB") for the purchase of the Remaining Reinsurance Recoverables. After an extensive due diligence period, during which documents in the possession of the Liquidator relevant to the Remaining Reinsurance Recoverables were made available for potential bidders to review, the Liquidator received bids from three companies, the highest of which was Logo's bid of \$75,133.00 (the "Payment Amount"). After a further period of negotiating the terms of an assignment, the Liquidator and Logo entered into the Assignment Agreement, subject to the Court's approval.

5. The Liquidator proposes to sell, assign and transfer the Remaining Reinsurance Recoverables and certain rights relating to such recoverables as specified in the Assignment Agreement, including without limitation collection and settlement rights relating to such recoverables, to Logo in accordance with the terms of the Assignment Agreement. Logo will

pay the Payment Amount to the Liquidator in consideration for the Remaining Reinsurance Recoverables and the specified related rights.

6. Entering into the Assignment Agreement will enable a reasonable recovery on the Remaining Reinsurance Recoverables by the ICM estate and an expeditious closing of the ICM liquidation proceeding. It is respectfully submitted that it is in the best interests of the ICM estate to have the Assignment Agreement approved.



Robert J. Sherwood
Director of Reinsurance Commutations
New York Liquidation Bureau

Sworn to before me this
21st day of July, 2017

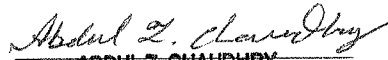

ABDUL Z. CHAUDHRY
Notary Public, State of New York
No. 01CH6028636
Qualified in Nassau County
Commission Expires August 2, 2017

EXHIBIT 3

ASSIGNMENT AGREEMENT

This Assignment Agreement (“Agreement”) is made as of May 9, 2017 by and between Maria T. Vullo, Superintendent of Financial Services of the State of New York, as Liquidator (the “Liquidator”) of ICM Insurance Company (“ICM,” which shall include ICM’s predecessor-in-interest, Baltica-Skandania Reinsurance Company), and Logo, LLC (the “Assignee”), each of the Liquidator and Assignee, a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, ICM was placed into liquidation by order (the “Liquidation Order”) of the Supreme Court of the State of New York on December 24, 2013;

WHEREAS, prior to its placement into liquidation, ICM entered into, or became a beneficiary under, the Treaties (as defined in Section A below), pursuant to which (i) participating reinsurers agreed to reinsure certain liabilities of ICM and (ii) ICM agreed to reinsure certain liabilities of participating reinsured entities;

WHEREAS, the Treaties gave rise to the Reinsurance Recoverables (as defined in Section A below), which consist of amounts owed by more than 120 different reinsurers under the Treaties;

WHEREAS, pursuant to the Liquidation Order and Article 74 of the New York Insurance Law of the State of New York (the “Insurance Law”), the Liquidator is vested with all rights, title and interest in and to all the property, contracts and rights of action of ICM and has the right and obligation to marshal all ICM’s assets, including the Reinsurance Recoverables;

WHEREAS, the Liquidator has distributed the bulk of the assets of the ICM estate and the only impediment to distributing the remainder of the estate assets is the collection of the Reinsurance Recoverables;

WHEREAS, continued attempts by the Liquidator to collect such reinsurance would likely extend over additional months or years and would delay the final distribution of assets of the ICM estate and the closure of the estate;

WHEREAS, the Liquidator determined that a sale of the Reinsurance Recoverables would be in the best interest of the policyholders and creditors of ICM and, through the New York Liquidation Bureau (the "NYLB," which acts as the staff of the Liquidator), conducted an Invitation for Bids in respect of the Reinsurance Recoverables, as part of which Logo, LLC and other potential bidders conducted a due diligence review of available records, documents and other information relating to the Reinsurance Recoverables;

WHEREAS, Logo, LLC submitted the highest bid for the Reinsurance Recoverables and was selected as the winning bidder; and

WHEREAS, the sale, assignment and transfer of the Assigned Rights (as defined in Section A below) to the Assignee in accordance with the terms set forth below will benefit the creditors of ICM by enabling the Liquidator to promptly resolve the collection of the Reinsurance Recoverables, proceed with the distribution of ICM's remaining assets and close the estate.

NOW, THEREFORE, the Parties hereto agree as follows:

A. **DEFINITIONS**

As used herein the following terms have the definitions set forth below:

1. "Assigned Rights" means: (a) all right, title, interest in and to the Reinsurance Recoverables; (b) any and all rights and claims against any person in connection with any event giving rise to the Reinsurance Recoverables; (c) any and all funds and assets held by agents, brokers and any other third parties in respect of the

Reinsurance Recoverables; (d) any letters of credit and other security for the Reinsurance Recoverables; (e) all cash or non-cash proceeds collected or received in respect of the Reinsurance Recoverables by ICM on or after June 30, 2016; and (f) any and all rights of collection and settlement of the Assigned Rights, including, without limitation, all rights to enter into commutation agreements and to enforce any and all rights under the Treaties that ICM or the Liquidator could have implemented through the enforcement mechanisms in the Treaties.

2. "Assumed Book" means all existing reinsurance balances (including without limitation unpaid premiums), inuring to the benefit of ICM, net of recoverables on paid losses payable by ICM. The aggregate amount of the Assumed Book, as of June 30, 2016, based on the records in the Liquidator's possession, is \$72,881.
3. "Business Day" means any day other than Saturday, Sunday or a public holiday; for notice purposes under Section I, this shall refer the place in which the address of the recipient of the notice is located.
4. "Closing Date" means the date on which the Payment Amount is received by the Liquidator.
5. "Court Approval" means an order of the Supervising Court (as defined below) approving the Agreement and authorizing the Liquidator to enter into this Agreement and consummate the transaction set forth herein.
6. "Liens" means any lien, claim, trust, charge, encumbrance, pledge, charge, equitable interest, or other security interest.
7. "Payment Amount" means the amount set forth in paragraph 1 of Section B herein.

8. "Reinsurance Recoverables" means the Assumed Book together with the Retrocessional Receivables. The aggregate amount of the Reinsurance Recoverables, as of June 30, 2016, based on the records in the Liquidator's possession, is \$303,657
9. "Retrocessional Receivables" mean all existing recoverables on paid losses from ceded reinsurers, inuring to the benefit of ICM as a reinsured entity under the Treaties, which have not, as of June 30, 2016, been actually collected or received by ICM, net of any reinsurance balances payable to such reinsurers against the recoverable ceded losses. The aggregate amount of the Retrocessional Receivables, as of June 30, 2016, based on the records in the Liquidator's possession, is \$230,776.
10. "Supervising Court" means the Supreme Court of the State of New York, County of New York, supervising the ICM liquidation proceeding.
11. "Treaties" means the reinsurance treaties which are listed on Exhibit A, attached hereto.

B. PAYMENT/CONSIDERATION

Within five (5) Business Days after the delivery by the Liquidator of a copy of the Court Approval to the Assignee, the Assignee shall pay, or cause to be paid, to the Liquidator the sum of U.S.\$75,133.00 (the "Payment Amount") by wire transfer in accordance with instructions to be separately provided by the Liquidator. In the event that the Liquidator has actually received any amount on the Reinsurance Recoverables during the period from June 30, 2016 to the Closing Date, then the Assignee shall be credited 100% of such collections against the Payment Amount due and owing, or a separate check for such amount will be issued to the Assignee.

C. SALE AND ASSIGNMENT

1. The Liquidator, as legal and beneficial owner of the Reinsurance Recoverables, hereby agrees, subject only to the Court Approval, to irrevocably and absolutely sell, assign and transfer to the Assignee as of the Closing Date in exchange for the Payment Amount, all such Reinsurance Recoverables and other Assigned Rights.

2. The Parties acknowledge and agree that the Assignee is not assuming and shall not be deemed to have assumed any liability or obligations of the Liquidator or of ICM, of whatever nature, fixed or contingent, disclosed or undisclosed, known or unknown, or otherwise.

3. Promptly after the Closing Date, the Liquidator shall deliver or cause to be delivered to the Assignee, at Assignee's cost, the 130 boxes of documents, which together with the documents, information and records previously provided to all bidders, including Assignee, are all of the documents and information in the possession of the Liquidator relevant to the Reinsurance Recoverables being assigned pursuant to this Agreement.

D. REPRESENTATIONS

1. The Liquidator and the Assignee each represents and warrants (each as to itself only) that: (i) it has full power and authority, and has taken all action necessary to execute, perform, and deliver this Agreement, to fulfill its obligations hereunder, and to consummate the transactions contemplated hereby; and (ii) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the Court Approval.

2. The Liquidator further represents, warrants and acknowledges to the Assignee that (i) the Reinsurance Recoverables represent claims to reinsurance by ICM; (ii) the Liquidator, by virtue of the Liquidation Order, is the legal and beneficial owner of the Assigned Rights, and

the Liquidator alone has the right to collect from the reinsurers on the Reinsurance Recoverables, (iii) to the best of the Liquidator's knowledge, neither ICM nor the Liquidator have pledged, encumbered, assigned, transferred, conveyed, disposed of, terminated or granted any security interest in, in whole or in part, any right, title and interest in and to the Reinsurance Recoverables or Assigned Rights and the transfer of the Assigned Rights to the Assignee will be free and clear of any Liens, and (iv) the Liquidator has full power and authority, subject to the Court Approval, to transfer the Assigned Rights to the Assignee and perform this Agreement.

3. The Assignee represents, warrants and acknowledges to the Liquidator that: (i) it has conducted its own due diligence with respect to the Reinsurance Recoverables; (ii) it is entering into this Agreement based upon its independent evaluation of the Reinsurance Recoverables based on its own due diligence; and (iii) it understands that the Reinsurance Recoverables are being sold "as is," based on the records in the Liquidator's possession that were provided to the Assignee as part of the due diligence process, and that the Liquidator does not guarantee that the Assignee will ultimately collect any specific amount of Reinsurance Recoverables.

E. UNDERTAKINGS AND COURT APPROVAL

1. After the Parties' execution of this Agreement, the Liquidator shall submit an application requesting the Court Approval to the Supervising Court.

2. The Liquidator and the Assignee shall take all reasonably necessary actions to have such application granted.

3. Promptly upon receipt by the Liquidator of the Court Approval, a copy thereof shall be delivered to the Assignee.

4. If the Supervising Court rejects the Agreement by not providing the Court Approval, then this Agreement shall be null and void and the Parties' rights are restored to the same position as if they never entered into this Agreement.

5. Promptly following the Closing Date, the Assignee shall deliver to the reinsurers owing the Reinsurance Recoverables a notice, in substantially the form of Exhibit B hereto, advising that this Agreement has been completed and directing payment as set forth therein.

6. Following the Closing Date, any funds received by or on behalf of the Liquidator that fall within the definition of the Assigned Rights shall be promptly turned over to the Assignee by the Liquidator.

F. FURTHER ASSURANCES

1. The Liquidator agrees to take such further action, at her own expense and at the Assignee's request, as may be reasonably necessary or desirable to effect the complete and absolute sale, assignment and transfer contemplated herein, including, without limitation, the execution of appropriate transfer powers, orders and consents in order to enable the Assignee, in all instances and with respect to all rights, to act in the place of the Liquidator with respect to the Assigned Rights.

2. The Liquidator agrees to forward to the Assignee all notices, documents, pleadings and other correspondence with respect to the Reinsurance Recoverables or Assigned Rights received from any party by the Liquidator after the date on which the Liquidator receives the Court Approval.

G. BINDING EFFECT

The terms of this Agreement shall be binding upon, and shall inure to the benefit of the Liquidator, the Assignee and their respective successors and assigns. None of the provisions

herein contained are intended by the Parties, nor shall they be deemed, to confer any benefit on any person or entity not a party to this Agreement.

H. FURTHER ASSIGNMENT BY ASSIGNEE

The Assignee may at any time and from time to time on or after the Closing Date sell, assign and transfer all of its right, title and interest in and to this Agreement, the Reinsurance Recoverables and the Assigned Rights.

I. NOTICE

1. Without prejudice to any other effective mode of service, any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be delivered by first-class or overnight mail as follows:

a) if to the Liquidator, to:

Superintendent of Financial Services of the State of New York
c/o New York Liquidation Bureau
Attention: General Counsel
110 William Street, 15th Floor
New York, NY 10038
United States of America

With a copy to:

New York Liquidation Bureau
Attention: Director of Reinsurance Commutations
110 William Street, 16th Floor
New York, NY 10038

if to the Assignee, to:

Joseph Scognamiglio
Managing Member
Logo, LLC
235 East 95th Street, Suite 23J
New York, NY 10128

b) to any other address as the Party concerned may have given notice to the other Party to this Agreement in accordance with this section as being its address for the purpose of service of notices pursuant to this Agreement, which may include the name and address of any further assignee under Section H above.

2. Any notice given pursuant to paragraph 1 of Section I above shall be deemed to have been served:

a) if sent by first-class mail, on the fifth Business Day following delivery if hand-delivered; and

b) if sent via overnight mail, then on the day of delivery.

J. GENERAL

1. This agreement constitutes the entire understanding by and between the Parties hereto, superseding all negotiations, prior discussions, representations, promises, and understandings, oral or written, expressed or implied, made prior to or contemporaneous with its execution.

2. This Agreement may only be modified or amended by a written Agreement, entered into subsequent to the date of the Agreement and duly executed by the Parties hereto. Any modification or amendment of the Payment Amount may require approval of the Supervising Court.

3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs, executors, and administrators.

4. Any waiver by any of the Parties of any term, provision, or condition of this Agreement shall not be construed to be a waiver of any other term, provision, or condition

hereof, nor shall such waiver be deemed a waiver of any subsequent breach of the same term, provision, or condition.

5. The failure of any Party to enforce any of the provisions herein shall not be construed to be a waiver of the right of such Party to enforce any such provisions.

6. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws.

7. In the event any differences or disputes arise between the Liquidator and the Assignee with reference to this Agreement or the terms hereof, such dispute shall be referred to the Supervising Court which shall have exclusive jurisdiction to hear and determine any dispute between the Parties arising out of or related to this Agreement.

8. Each of the Liquidator and the Assignee hereby subjects itself to the personal jurisdiction of the Supervising Court for the purposes of this Agreement and for the resolution of any dispute between the Parties arising out of or related to this Agreement.


9. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

10. The headings in this Agreement are descriptive only and shall not affect the interpretation or construction of this Agreement.

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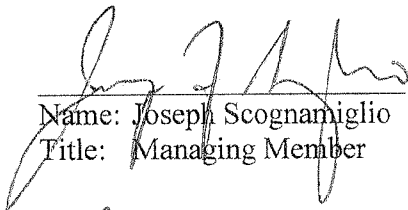
IN WITNESS WHEREOF the Parties hereto have executed this Agreement with effect as of the last date of execution set forth below.

MARIA T. VULLO
Superintendent of Financial Services of the State of New York as
Liquidator of ICM Insurance Company

BY: 
Name: David Axinn
Title: Special Deputy Superintendent and Agent

DATE: May 9, 2017

Logo, LLC

BY: 
Name: Joseph Scognamiglio
Title: Managing Member

DATE: April 27, 2017

EXHIBIT A

[List of Treaties]

ICM INSURANCE COMPANY		
SUMMARY OF RETROCESSIONAL PROGRAM		
CONTRACT	LIMIT/RETENTION	
1982 U/W YEAR		
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)	
1ST PER RISK	100 xs 50	(Property Only)
2ND PER RISK	350 xs 150	
1ST CAT XOL	500 xs 500	
2ND CAT XOL	750 xs 1MIL	
3RD CAT XOL	1.25MIL xs 1.75MIL	
4TH CAT XOL	(A) 2MIL xs 3MIL	
	(B) 750 xs 500	
5TH CAT XOL	5MIL xs 5MIL	
1983 U/W YEAR		
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)	
1ST PER RISK	100 xs 50	(Property Only)
2ND PER RISK	350 xs 150	
1ST CAT XOL	500 xs 500	
2ND CAT XOL	750 xs 1 MIL	
3RD CAT XOL	1.25MIL xs 1.75MIL	
4TH CAT XOL	2MIL xs 3MIL	
5TH CAT XOL	5MIL xs 5MIL	
6TH CAT XOL	5MIL xs 10MIL	
7TH CAT XOL	5MIL xs 15MIL	
1984 U/W YEAR		
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)	
1ST PER RISK	100 xs 50	(Property Only)
2ND PER RISK	350 xs 150	
U/L CAT XOL	300 xs 200	
1ST CAT XOL	500 xs 500	
2ND CAT XOL	750 xs 1 MIL	
3RD CAT XOL	1.25MIL xs 1.75MIL	
4TH CAT XOL	(A) 2MIL xs 3MIL	
"THIRD EVENT"	(B) 750 xs 500	
5TH CAT XOL	5MIL xs 5MIL	
6TH CAT XOL	5MIL xs 10MIL	
7TH CAT XOL	5MIL xs 15MIL	

ICM INSURANCE COMPANY	
SUMMARY OF RETROCESSIONAL PROGRAM	
CONTRACT	LIMIT/RETENTION
1985 U/W YEAR	
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)
PER RISK XOL	350 xs 150
U/L CAT XOL	450 xs 300
1ST CAT XOL	1MIL xs 750
2ND CAT XOL	1.25MIL xs 1.75MIL
3RD CAT XOL	2MIL xs 3MIL
4TH CAT XOL	5MIL xs 5MIL
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	(A) 5MIL xs 20MIL
U/L XOL COVER	(B) 2.75MIL xs 1MIL
1986 U/W YEAR	
1ST CAT XOL	1.2MIL xs 1MIL
2ND CAT XOL	1.3MIL xs 2.2MIL
3RD CAT XOL	1.5MIL xs 3.5MIL
4TH CAT XOL	5MIL xs 5MIL
REIN. PREM XOL	1ST XOL \$653,780
(BALTICA MUST	2ND XOL \$478,540
SUFFER LOSS XS 5MIL	3RD XOL \$374,070
FGU INTO 4TH XOL)	4TH XOL \$559,499
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	5MIL xs 20MIL
1987 U/W YEAR	
1ST CAT XOL	1MIL XS 1.2MIL
2ND CAT XOL	1.3MIL xs 2.2MIL
3RD CAT XOL	1.5MIL xs 3.5MIL
4TH CAT XOL	5MIL xs 5MIL
REIN. PREM XOL	1ST XOL \$473,195
(BALTICA MUST	2ND XOL \$458,660
SUFFER LOSS XS 5MIL	3RD XOL \$377,400
FGU INTO 4TH XOL)	4TH XOL \$514,060
	5TH XOL \$429,885
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	5MIL xs 20MIL

ICM INSURANCE COMPANY	
SUMMARY OF RETROCESSIONAL PROGRAM	
CONTRACT	LIMIT/RETENTION
1988 U/W YEAR	
1ST CAT XOL	1.1MIL XS 1.2MIL
2ND CAT XOL	1.7MIL xs 2.3MIL
3RD CAT XOL	1.75MIL xs 4MIL
4TH CAT XOL	4.25MIL xs 5.75MIL
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	5MIL xs 20MIL
8TH CAT XOL	4MIL xs 25MIL
2ND EVENT COVER	600 xs 600 AOR
1989 U/W YEAR	
1ST CAT XOL	1.1MIL XS 1.2MIL
2ND CAT XOL	1.7MIL xs 2.3MIL
3RD CAT XOL	1.75MIL xs 4MIL
4TH CAT XOL	4.25MIL xs 5.75MIL
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	5MIL xs 20MIL
8TH CAT XOL	4MIL xs 25MIL
PER RISK via Balis	700 xs 500 AOR
3RD EVENT DROP	700 xs 300
1990 U/W YEAR	
1ST CAT XOL	1.1MIL xs 1.2MIL
2ND CAT XOL	1.7MIL xs 2.3MIL
3RD CAT XOL	1.75MIL xs 4MIL
4TH CAT XOL	4.25MIL xs 5.75MIL
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	5MIL xs 20MIL
8TH CAT XOL	5MIL xs 25MIL
3RD EVENT DROP	(A) 600 xs 600
	(B) 900 xs 300
U/L P/R FAC	250 xs 250
1ST P/R FAC	500 xs 500
2ND P/R FAC	1.5MIL xs 1MIL
CLASH COVER	700 xs 500

ICM INSURANCE COMPANY			
SUMMARY OF RETROCESSIONAL PROGRAM			
CONTRACT		LIMIT/RETENTION	
1991 U/W YEAR			
1ST CAT XOL		3.6MIL xs 3MIL	
2ND CAT XOL		3.4MIL xs 6.6MIL	
3RD CAT XOL		5MIL xs 10MIL	
U/L P/R FAC		250 xs 250	
1ST P/R FAC		500 xs 500	
2ND P/R FAC		1.5MIL xs 1MIL	
CLASH COVER		700 xs 500	
1ST FAC XOL		1MIL xs 1MIL	
2ND FAC XOL		3MIL xs 2MIL	
1992 U/W YEAR			
1ST CAT XOL		4MIL xs 3MIL	
2ND CAT XOL		3MIL xs 7MIL	
3RD CAT XOL		5MIL xs 10MIL	
U/L P/R FAC		250 xs 250	
1ST P/R FAC		500 xs 500	
2ND P/R FAC		1.5MIL xs 1MIL	
CLASH COVER		700 xs 500	
1ST FAC XOL		1MIL xs 1MIL	
2ND FAC XOL		4MIL xs 2MIL	
3RD FAC XOL		4MIL xs 6MIL	
1993 U/W YEAR			
1ST FAC XOL		4MIL xs 2MIL	
2ND FAC XOL		4MIL xs 6MIL	
U/L P/R FAC		200 xs 300	

EXHIBIT B

[Form of Notice of Assignment]

[INSERT DATE]

NOTICE OF ASSIGNMENT

[NAME OF REINSURER] (the "Company")
[ADDRESS]
[CITY, STATE ZIP]

Re: ICM Insurance Company in Liquidation.

1. We hereby give notice that by an Assignment Agreement dated May 9, 2017 (the "Agreement") between the Superintendent of Financial Services of the State of New York, as Liquidator of ICM Insurance Company (the "Assignor"), and Logo, LLC (the "Assignee"), the Assignor has irrevocably assigned and transferred to the Assignee the "Assigned Rights," which consist of:
 - a. all right, title, interest in and to the "Reinsurance Recoverables," which consist of (i) all existing reinsurance balances (including without limitation unpaid premiums) inuring to the benefit of ICM as a reinsurer under the "Treaties" (which consist of the reinsurance treaties which are listed on the schedule attached to this notice) which have not, as of June 30, 2016, actually been collected by ICM, net of recoverables on paid losses which were payable by ICM under the Treaties, and (ii) all existing recoverables on paid losses from ceded reinsurers, inuring to the benefit of ICM as a reinsured entity under the Treaties, which have not, as of June 30, 2016, actually been collected by ICM, net of any reinsurance balances payable to such reinsurers against the recoverable ceded losses, under the Treaties;
 - b. any and all rights and claims against any person in connection with any event giving rise to the Reinsurance Recoverables;
 - c. any and all funds and assets held by agents, brokers and any other third parties in respect of the Reinsurance Recoverables;
 - d. any letters of credit and other security for the Reinsurance Recoverables;
 - e. all cash or non-cash proceeds collected or received in respect of the Reinsurance Recoverables by ICM from the date of the Agreement; and
 - f. all rights to enter into commutation agreements and to enforce any and all rights under the Treaties that ICM or the Liquidator could have implemented through the enforcement mechanisms in the Treaties.

2. The Assignor hereby directs the Company to pay to the Assignee, at 235 East 95th Street, Suite 23J, New York, New York 10128, Attention: Joseph Scognamiglio, any and all sums and other distributions becoming payable in respect of the Assigned Rights.

3. The Assignor hereby directs the Company to deliver all correspondence in respect of the Assigned Rights directly to the Assignee, at the same address listed in the preceding paragraph, and to substitute the Assignee for the Assignor on all creditor and service lists relating to the Assigned Rights.

4. The Assignor and the Assignee each represents and warrants (each as to itself only) that (a) it has full power and authority, and has taken all action necessary to execute and deliver this Notice of Assignment and to fulfill its obligations hereunder and to consummate the transactions contemplated hereby, and (b) this Notice of Assignment has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

This Notice of Assignment shall be governed by the laws of the State of New York.

ASSIGNOR:

By: _____
Name: David Axinn
Title: Special Deputy Superintendent and Agent

ASSIGNEE:

By: _____
Name: Joseph Scognamiglio
Title: Managing Member

SCHEDULE TO NOTICE OF ASSIGNMENT

[List of Treaties]

ICM INSURANCE COMPANY		
SUMMARY OF RETROCESSIONAL PROGRAM		
CONTRACT	LIMIT/RETENTION	
1982 U/W YEAR		
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)	
1ST PER RISK	100 xs 50	(Property Only)
2ND PER RISK	350 xs 150	
1ST CAT XOL	500 xs 500	
2ND CAT XOL	750 xs 1MIL	
3RD CAT XOL	1.25MIL xs 1.75MIL	
4TH CAT XOL	(A) 2MIL xs 3MIL	
	(B) 750 xs 500	
5TH CAT XOL	5MIL xs 5MIL	
1983 U/W YEAR		
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)	
1ST PER RISK	100 xs 50	(Property Only)
2ND PER RISK	350 xs 150	
1ST CAT XOL	500 xs 500	
2ND CAT XOL	750 xs 1 MIL	
3RD CAT XOL	1.25MIL xs 1.75MIL	
4TH CAT XOL	2MIL xs 3MIL	
5TH CAT XOL	5MIL xs 5MIL	
6TH CAT XOL	5MIL xs 10MIL	
7TH CAT XOL	5MIL xs 15MIL	
1984 U/W YEAR		
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)	
1ST PER RISK	100 xs 50	(Property Only)
2ND PER RISK	350 xs 150	
U/L CAT XOL	300 xs 200	
1ST CAT XOL	500 xs 500	
2ND CAT XOL	750 xs 1 MIL	
3RD CAT XOL	1.25MIL xs 1.75MIL	
4TH CAT XOL	(A) 2MIL xs 3MIL	
"THIRD EVENT"	(B) 750 xs 500	
5TH CAT XOL	5MIL xs 5MIL	
6TH CAT XOL	5MIL xs 10MIL	
7TH CAT XOL	5MIL xs 15MIL	

ICM INSURANCE COMPANY	
SUMMARY OF RETROCESSIONAL PROGRAM	
CONTRACT	LIMIT/RETENTION
1985 U/W YEAR	
OBLIGATORY SURPLUS	2 LINES (MAX \$1 MIL)
PER RISK XOL	350 xs 150
U/L CAT XOL	450 xs 300
1ST CAT XOL	1MIL xs 750
2ND CAT XOL	1.25MIL xs 1.75MIL
3RD CAT XOL	2MIL xs 3MIL
4TH CAT XOL	5MIL xs 5MIL
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	(A) 5MIL xs 20MIL
U/L XOL COVER	(B) 2.75MIL xs 1MIL
1986 U/W YEAR	
1ST CAT XOL	1.2MIL xs 1MIL
2ND CAT XOL	1.3MIL xs 2.2MIL
3RD CAT XOL	1.5MIL xs 3.5MIL
4TH CAT XOL	5MIL xs 5MIL
REIN. PREM XOL	1ST XOL \$653,780
(BALITICA MUST	2ND XOL \$478,540
SUFFER LOSS XS 5MIL	3RD XOL \$374,070
FGU INTO 4TH XOL)	4TH XOL \$559,499
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	5MIL xs 20MIL
1987 U/W YEAR	
1ST CAT XOL	1MIL XS 1.2MIL
2ND CAT XOL	1.3MIL xs 2.2MIL
3RD CAT XOL	1.5MIL xs 3.5MIL
4TH CAT XOL	5MIL xs 5MIL
REIN. PREM XOL	1ST XOL \$473,195
(BALITICA MUST	2ND XOL \$458,660
SUFFER LOSS XS 5MIL	3RD XOL \$377,400
FGU INTO 4TH XOL)	4TH XOL \$514,060
	5TH XOL \$429,885
5TH CAT XOL	5MIL xs 10MIL
6TH CAT XOL	5MIL xs 15MIL
7TH CAT XOL	5MIL xs 20MIL

ICM INSURANCE COMPANY		
SUMMARY OF RETROCESSIONAL PROGRAM		
CONTRACT	LIMIT/RETENTION	
1988 U/W YEAR		
1ST CAT XOL	1.1MIL XS 1.2MIL	
2ND CAT XOL	1.7MIL xs 2.3MIL	
3RD CAT XOL	1.75MIL xs 4MIL	
4TH CAT XOL	4.25MIL xs 5.75MIL	
5TH CAT XOL	5MIL xs 10MIL	
6TH CAT XOL	5MIL xs 15MIL	
7TH CAT XOL	5MIL xs 20MIL	
8TH CAT XOL	4MIL xs 25MIL	
2ND EVENT COVER	600 xs 600 AOR	
1989 U/W YEAR		
1ST CAT XOL	1.1MIL XS 1.2MIL	
2ND CAT XOL	1.7MIL xs 2.3MIL	
3RD CAT XOL	1.75MIL xs 4MIL	
4TH CAT XOL	4.25MIL xs 5.75MIL	
5TH CAT XOL	5MIL xs 10MIL	
6TH CAT XOL	5MIL xs 15MIL	
7TH CAT XOL	5MIL xs 20MIL	
8TH CAT XOL	4MIL xs 25MIL	
PER RISK via Balis	700 xs 500 AOR	
3RD EVENT DROP	700 xs 300	
1990 U/W YEAR		
1ST CAT XOL	1.1MIL xs 1.2MIL	
2ND CAT XOL	1.7MIL xs 2.3MIL	
3RD CAT XOL	1.75MIL xs 4MIL	
4TH CAT XOL	4.25MIL xs 5.75MIL	
5TH CAT XOL	5MIL xs 10MIL	
6TH CAT XOL	5MIL xs 15MIL	
7TH CAT XOL	5MIL xs 20MIL	
8TH CAT XOL	5MIL xs 25MIL	
3RD EVENT DROP	(A) 600 xs 600	
	(B) 900 xs 300	
U/L P/R FAC	250 xs 250	
1ST P/R FAC	500 xs 500	
2ND P/R FAC	1.5MIL xs 1MIL	
CLASH COVER	700 xs 500	

ICM INSURANCE COMPANY	
SUMMARY OF RETROCESSIONAL PROGRAM	
CONTRACT	LIMIT/RETENTION
1991 U/W YEAR	
1ST CAT XOL	3.6MIL xs 3MIL
2ND CAT XOL	3.4MIL xs 6.6MIL
3RD CAT XOL	5MIL xs 10MIL
U/L P/R FAC	250 xs 250
1ST P/R FAC	500 xs 500
2ND P/R FAC	1.5MIL xs 1MIL
CLASH COVER	700 xs 500
1ST FAC XOL	1MIL xs 1MIL
2ND FAC XOL	3MIL xs 2MIL
1992 U/W YEAR	
1ST CAT XOL	4MIL xs 3MIL
2ND CAT XOL	3MIL xs 7MIL
3RD CAT XOL	5MIL xs 10MIL
U/L P/R FAC	250 xs 250
1ST P/R FAC	500 xs 500
2ND P/R FAC	1.5MIL xs 1MIL
CLASH COVER	700 xs 500
1ST FAC XOL	1MIL xs 1MIL
2ND FAC XOL	4MIL xs 2MIL
3RD FAC XOL	4MIL xs 6MIL
1993 U/W YEAR	
1ST FAC XOL	4MIL xs 2MIL
2ND FAC XOL	4MIL xs 6MIL
U/L P/R FAC	200 xs 300

EXHIBIT 4

ACE PROPERTY & CASUALTY INSURANCE CO
(fka CIGNA PROPERTY & CASUALTY INSURANCE CO)
Attn: Ms. Jessica Bonner
Re: Catastrophe XOL Covers - 1982
C/O Brandywine Holdings
510 Walnut Street
Philadelphia, PA 19106

ACE PROPERTY & CASUALTY INSURANCE COMPANY
(fka CIGNA WORLDWIDE INSURANCE COMPANY)
Attn: Ms. Jessica Bonner
Re: Catastrophe XOL Covers - 1982
C/O Brandywine Holdings
510 Walnut Street
Philadelphia, PA 19106

ACE PROPERTY & CASUALTY INSURANCE COMPANY
Attn: James Clay, VP Regulatory Aff
Re: Catastrophe XOL Covers - 1982
436 Walnut Street, WA04A
Philadelphia, PA 19106

ACE PROPERTY & CASUALTY INSURANCE COMPANY
(fka AFIA RE - NEW YORK)
Attn: Ms. Jessica Bonner
Re: Catastrophe XOL Covers - 1982
C/O Brandywine Holdings
510 Walnut Street
Philadelphia, PA 19106

AIOI NISSAY DOWA INSURANCE COMPANY LTD
(fka CHIYODA FIRE & MARINE INSURANCE CO LTD)
Attn: Robert Tang, Claims
Re: Catastrophe XOL Covers - 1982, 1983, 1990
C/O Quest Consulting (London)
52-54 Gracechurch Street
London EC3V 0EH
UNITED KINGDOM

AIOI NISSAY DOWA INSURANCE COMPANY LTD
(fka DAI-TOKYO FIRE & MARINE INS CO LTD - JPN)
Attn: Robert Tang, Claims
Re: Catastrophe XOL Covers - 1982, 1983, 1990
C/O Quest Consulting (London)
52-54 Gracechurch Street
London EC3V 0EH
UNITED KINGDOM

ALEA EUROPE LIMITED
Attn: Carl Speck, CFO
Re: Catastrophe XOL Covers - 1985
Cumberland House
1 Victoria House
Hamilton HM 11
BERMUDA

ALLIANZ INSURANCE PLC
(fka ALLIANZ INTERNATIONAL INSURANCE CO LTD)
Attn: Gary Dunn
Re: Catastrophe XOL Covers - 1983
c/o Pro Insurance Solutions Ltd
Bruton Court, Bruton Way
Gloucester GL1 1DA
UNITED KINGDOM

ALMA INSURANCE COMPANY LTD
(fka POHJA GENERAL MUTUAL INSURANCE COMPANY)
Re: Catastrophe XOL Covers - 1983
C/O AS. Ajojsto
Castren & Snellman
Etelaesplandadi 14
FI-00130 Helsinki
FINLAND

AMERICAN INTERNATIONAL GROUP
Attn: Reinsurance Department
Re: Catastrophe XOL Covers - 1983
175 Water Street - 27th Floor
New York, NY 10038

AMERISURE MUTUAL INSURANCE COMPANY
Attn: Susan G. Vincent, General Counsel
Re: Catastrophe XOL Covers - 1983
26777 Halsted Road
Farmington Hills, MI 48331-3586

ANDOVER COMPANIES
Attn: Stephen E. Randall
Re: Catastrophe XOL Covers - 1982, 1983
95 Old River Road
Andover, MA 1810

ARAB INSURANCE COMPANY GROUP (B.S.C.) ARIG
Attn: Firaz El Azem, Reinsurance General Manager
Re: Catastrophe XOL Covers - 1989
ARIG House-Diplomatic Area
P.O. Box 26992
Manama,
BAHRAIN

ARROWOOD INDEMNITY COMPANY
Attn: Claims Officer
Re: 1982 Surplus Treaty
3600 Arco Corporate Drive
Charlotte, NC 28273-8135

ATLANTIC MUTUAL INSURANCE CO - IN LIQ.
Attn: Mr. Robert Sherwood-Reinsurance Director
Re: Catastrophe XOL Covers - 1983
110 William Street-16th Floor
New York, NY 10038

AVIVA INSURANCE COMPANY OF CANADA
(fka SIMCOE & ERIE GENERAL INSURANCE COMPANY)
Attn: Irene Bianchi, Evp - NTL Claims
Re: Catastrophe XOL Covers - 1983
2206 Eglinton Avenue East
Suite 160
Scarborough, ON M1L 4S8
CANADA

BURT AND SCHELD, INC.
Attn: Eva M. Mowry, CPCU, Claims VP
Re: 1982, 1983, 1984, 1985 Surplus Treaty
200 E. Granada Boulevard-Suite 300
Ormond Beach, FL 32176

RIVER THAMES/CAVELL INSURANCE COMPANY LTD
(fka CAVELL INSURANCE COMPANY LTD)
Attn: Alan Turner, Director
Re: Catastrophe XOL Covers - 1983
3 Guildford Business Park, 2nd Floor
Guildford Surrey GU2 8XG
UNITED KINGDOM

RIVER THAMES/CAVELL INSURANCE COMPANY LTD
(fka NORWICH WINTERTHUR REINSURANCE CORP LTD)
Attn: Alan Turner, Director
Re: Catastrophe XOL Covers - 1983
3 Guildford Business Park, 2nd Floor
Guildford Surrey GU2 8XG
UNITED KINGDOM

CHANCELLOR INSURANCE COMPANY LTD
Attn: Derek Steer
Re: Catastrophe XOL Covers - 1989
c/o LCL Services Ltd
32 Cornhill
London EC3U 3S6
UNITED KINGDOM

COMMERCE & INDUSTRY INSURANCE COMPANY
Attn: Joseph D. Cook, Senior VP
Re: 1982 Surplus Treaty
175 Water Street - 18th Floor
New York, NY 10038

AVIVA INTERNATIONAL INSURANCE COMPANY
(fka COMMERCIAL UNION ASSURANCE COMPANY PLC)
Attn: Robert Alford, Director
Re: Catastrophe XOL Covers - 1982, 1983
St. Helen's
1 Undershaft
London EC3P 3DQ
UNITED KINGDOM

CLARENDON NATIONAL INSURANCE COMPANY
(fka CONSTELLATION REINSURANCE COMPANY)
Attn: Jennifer Miu, VP-COO
Re: Catastrophe XOL Covers - 1983
411 Fifth Avenue-5th Floor
New York, NY 10016

Allstate Vehicle & Property Insurance Company
(fka DEERBROOK INSURANCE COMPANY)
Attn: Michael B. Lawler, Reinsurance Manager
Re: Catastrophe XOL Covers - 1983
3075 Sanders Road, Suite H1E
Northbrook, IL 60062-7127

Markel Insurance Company
(fka DEERFIELD INSURANCE COMPANY)
Attn: Anne G. Waleski, VP & CFO
Re: 1982 Surplus Treaty
4521 Highwoods Parkway
Glen Allen, VA 23060

EMPLOYERS INSURANCE COMPANY OF WAUSAU
Attn: Rick Drury, Reinsurance Claims Dir.
Re: Catastrophe XOL Covers - 1983
500 Third Street - 5th Floor
Wausau, WI 54403

EMPLOYERS MUTUAL CASUALTY COMPANY
Attn: Lisa A. Simonetta, Claims
Re: 1982, 1983, 1984, 1985 Surplus Treaty
717 Mulberry Street
Des Moines, IA 50309-3872

EXCALIBUR REINSURANCE CORPORATION
(fka PMA CAPITAL INSURANCE COMPANY)
Attn: Laura Slaymaker, Project Director
Re: Catastrophe XOL Covers - 1982, 1983, 1984
C/O Pennsylvania Insurance Department
Capital Associates Building
901 North 7th Street
Harrisburg, PA 17102

FACTORY MUTUAL INSURANCE COMPANY
(fka PHILADELPHIA MANUFACTURERS MUTUAL INS CO)
Attn: Rodney C. Fisher, SVP - Reinsurance
Re: Catastrophe XOL Covers - 1982, 1983
270 Central Avenue
Johnsonston, RI 02919-4949

FACTORY MUTUAL INSURANCE COMPANY
(fka PROTECTION MUTUAL INSURANCE COMPANY)
Attn: Rodney C. Fisher, SVP - Reinsurance
Re: Catastrophe XOL Covers - 1982, 1983
270 Central Avenue
Johnsonston, RI 02919-4949

FOLKSAM INTERNATIONAL INS CO (UK) - IN ADMIN
Attn: Ian Adlington
Re: Catastrophe XOL Covers - 1983
30 - 33 Minories
St. Clare House - 4th Floor
London EC3N 1DD
UNITED KINGDOM

FORTRESS RE, INC. - NC
Attn: Glenn Drew, General Counsel
Re: 1982 Surplus Treaty
4334 Hobbs Road
Greensboro, NC 27410

FREMONT INSURANCE COMPANY (UK) LTD
Attn: Nigel Rackham, Liquidator
Re: Catastrophe XOL Covers - 1983
c/o PricewaterhouseCoopers LLP
7 More London Riverside
London SE1 2RT
UNITED KINGDOM

FUJI FIRE & MARINE INSURANCE COMPANY LTD
Attn: Takayoshi Yokoyama
Re: 1982, 1983, 1984, 1985 Surplus Treaty
4-3-20 Toranomom
Minato-Ku
Tokyo 105-8622
JAPAN

FUJI INTERNATIONAL INSURANCE COMPANY
(fka FUJI FIRE & MARINE INSURANCE COMPANY)
Attn: Gordon Dale
Re: 1982, 1983, 1984, 1985 Surplus Treaty
c/o Pro Insurance Solutions Ltd
Bruton Court, Bruton Way
Gloucester GL1 1DA
UNITED KINGDOM

GENERAL REINSURANCE CORPORATION
(fka NATIONAL REINSURANCE CORPORATION)
Attn: Allan S. Gettleman
Re: 1984, 1985 Surplus Treaty
125 Broad Street-Suite 500
New York, NY 10004

SCOR REINSURANCE COMPANY
(fka GENERAL SECURITY NATIONAL INSURANCE CO)
Attn: Mary McCaffrey
Re: Catastrophe XOL Covers- Multi Years
199 Water Street - 21st Floor
New York, NY 10038-3526

SCOR REINSURANCE COMPANY
Attn: Mary McCaffrey
Re: Catastrophe XOL Covers - Multi Years
199 Water Street - 21st Floor
New York, NY 10038-3526

GENERAL STAR MANAGEMENT COMPANY
(fka CONSTITUTION STATE MANAGEMENT COMPANY)
Attn: Robert M. Jones, CEO
Re: 1983 Surplus Treaty
120 Long Ridge Road
Stamford, CT 6902

GENERALI (U.S. BRANCH)
(fka GENERAL INSURANCE COMPANY OF TRIESTE)
Attn: John E. Martini, Pres & Coo
Re: Catastrophe XOL Covers - 1983
7 World Trade Center
250 Greenwich Street-33rd Floor
New York, NY 10007

GENERALI VERSICHERUNG AG
(fka ERSTE ALLGEMEINE VERSICHERUNG)
Attn: Mag Klaus Wallner
Re: Catastrophe XOL Covers - 1989
Landskrongasse 1-4
Postfach 174
1011 Wein
AUSTRIA

GJENSIDIGE FORSIKRING BA
(fka GJENSIDIGE NOR FORSIKRING)
Attn: Helge Leiro Baastad, CEO
Re: Catastrophe XOL Covers - 1982, 1984
Schweigaards Gate 21
0191 Oslo
NORWAY

GREYFRIARS INSURANCE COMPANY
(fka GTE INSURANCE COMPANY LTD)
Attn: Gordon Dale
Re: 1982 Surplus Treaty
c/o Pro Insurance Solutions Ltd
Bruton Court, Bruton Way
Gloucester GL1 1DA
UNITED KINGDOM

AGEAS INSURANCE LIMITED
(fka GROUPAMA INSURANCE COMPANY LTD)
Attn: Andy Watson, CEO
Re: Catastrophe XOL Covers - 1983
AGEAS House
Hampshire Corporate Park
LONDON EC3N 1DE
UNITED KINGDOM

GTE REINSURANCE COMPANY LIMITED
(fka TELECT INSURANCE COMPANY LIMITED)
Attn: Jennifer McDowell
Re: Catastrophe XOL Covers - 1982,1983
c/o Marsh IAS Mgmt Svcs (Ber)
11 Victoria Street
Hamilton HM HX
BERMUDA

NGM REINSURANCE COMPANY
(fka GUILDERLAND MUTUAL REINSURANCE COMPANY)
Attn: Michael D. Lancashire, SVP Claims
Re: Catastrophe XOL Covers - 1989
4601 Touchton Road East-Suite 3400
Jacksonville, FL 32246-4486

GUILDHALL INSURANCE COMPANY LTD-LONDON
Attn: Nicky Cunningham
Re: Catastrophe XOL Covers - 1982, 1983, 1990
C/O Riverstone Management Ltd.
Park Gate, 161-163 Preston Road
Brighton, BN1 6AU
UNITED KINGDOM

CODAN INSURANCE LIMITED
(fka DANISH MARINE INS.CO. LTD.)
Attn: Richard Houghton
Re: Catastrophe XOL Covers - 1983
Gammel Kongevej 60
1790 Copenhagen V
DENMARK

HEDDINGTON INSURANCE (UK) LIMITED

Attn: Gary Dunn

Re: Catastrophe XOL Covers - 1983

c/o Pro Insurance Solutions Ltd

Bruton Court, Bruton Way

Gloucester GL1 1DA

UNITED KINGDOM

RIVER THAMES INSURANCE COMPANY LTD

(fka TOA FIRE & MARINE REINS)

Attn: Alan Turner, Director

Re: 1983 Surplus Treaty

3 Guildford Business Park, 2nd Floor

Guildford Surrey GU2 8XG

UNITED KINGDOM

HOMESTEAD INSURANCE COMPANY - PA

Attn: Claims Officer

Re: 1982, 1983, 1984, 1985 Surplus Treaty

50 South 16th Street

Suite 2710

Philadelphia, PA 19102

INSURANCE CORPORATION OF NEW YORK - IN LIQ

(fka United ReCorp NY / Recor Ins Co)

Attn: Mr. Robert Sherwood-Reinsurance Director

Re: Catastrophe XOL Covers - Multi Years

110 William Street-16th Floor

New York, NY 10038

KANSA REINSURANCE COMPANY LTD-LIQUIDATED

Attn: Jukka Laitasalo, Joint Administrator

Re: Catastrophe XOL Covers - 1982

Hameentie 135A

00560 Helsinki

FINLAND

LA LICORNE SA COMPAGNIE DE REASSURANCES

Attn: Richard Finney

Re: Catastrophe XOL Covers - 1989

R&Q Market Services Ltd.

71 Fenchurch Street

London EC3 4BS

UNITED KINGDOM

LAKEWOOD INSURANCE COMPANY LTD
Attn: D.H. Meadows, Director
Re: Catastrophe XOL Covers - 1989
Hampden House, Great Hampden
Great Missenden
Buckinghamshire HP16 9RD
UNITED KINGDOM

LANDSCHAFTLICHE BRANDKASSE HANNOVER
(fka LANDSCHAFTLICHE BRANDKASSE HANN GRAD HOL)
Attn: Uwe Allner
Re: Catastrophe XOL Covers - 1989
Schiffgraben 4
30159 Hannover
GERMANY

MAPFRE INSURANCE COMPANY
(fka CHATHAM REINSURANCE CORP)
Attn: Robert E. McKenna, Chief Acct
Re: Catastrophe XOL Covers - 1989
211 Main Street
Webster, MA 01570-00758

MAPFRE SEGUROS GENERALES
(fka MAPFRE INDUSTRIAL S.A.)
Attn: Alberto Manzano Martos, Director
Re: Catastrophe XOL Covers - 1989
Carretera De Pozuelo, 52
Majadahonda
Madrid 28222
SPAIN

MARKEL INSURANCE COMPANY
(fka INSURANCE COMPANY OF EVANSTON)
Attn: Anne G. Waleski, VP & CFO
Re: Catastrophe XOL Covers - 1989
4521 Highwoods Parkway
Glen Allen, VA 23060

MARSH MANAGEMENT SERVICES (BM) LTD
(fka J&H WILLIS FABER SYND. B)
Attn: Lesley McKay
Re: Catastrophe XOL Covers - 1984
Victoria Hall
11 Victoria Street
Hamilton HM 11
BERMUDA

MINSTER INSURANCE COMPANY LTD
Attn: Caroline Hobbs
Re: Catastrophe XOL Covers - 1983
C/O Aureus Asset Managers
21 New Street-2nd Floor
London EC2M 4TP
UNITED KINGDOM

MITSUI SUMITOMO INSURANCE CO (EUROPE) LTD
Attn: Kenichi Fukuhara
Re: Catastrophe XOL Covers- Multi Years
25 Fenchurch Avenue, 2nd Floor
London EC3M 5AD
UNITED KINGDOM

MITSUI SUMITOMO INSURANCE CO (EUROPE) LTD
(fka TAISHO MARINE & FIRE INSURANCE CO (UK))
Attn: Kenichi Fukuhara
Re: Catastrophe XOL Covers- Multi Years
25 Fenchurch Avenue, 2nd Floor
London EC3M 5AD
UNITED KINGDOM

COLISEUM INSURANCE COMPANY/ MOSAIC INS CO
(fka JOHN HANCOCK REINSURANCE COMPANY)
Attn: Robert Wolf, CFO
Re: Catastrophe XOL Covers - 1982, 1983, 1984
C/O AXA Liabilities Managers
125 Broad Street-5th Floor
New York, NY 10004-2400

MUNICH REINSURANCE AMERICA, INC
Attn: Paul Milione, Account Executive
Re: 1982 Surplus Treaty
Claims Division - Plaza III
555 College Road East
Princeton, NJ 08543-5241

MUNICIPAL GENERAL INSURANCE LIMITED - UK
Attn: Stephen Kernick
Re: Catastrophe XOL Covers - 1983
c/o MGI Unclaimed Dividends
13 Firecrest Road
Chelmsford, Essex CM2 9SN
UNITED KINGDOM

MUTUELLE ASSURANCE ARTISANSAL DE FRANCE
Attn: Jean Alsina, Director
Re: Catastrophe XOL Covers - 1989
Chauray
79036 Niort CEDEX 9
FRANCE

NATIONAL EMPLOYERS MUTUAL GEN'L INS ASSOC
Attn: Mr. McMahon, Liquidator
Re: Catastrophe XOL Covers - 1989
c/o KPMG
20 Farringdon Street
London EC4A 4PP
UNITED KINGDOM

NATIONAL INDEMNITY COMPANY
(fka RESOLUTE REINSURANCE COMPANY)
Attn: Claims Operations
Re: Catastrophe XOL Covers - 1983
1314 Douglas Street-Suite 1400
Omaha, NE 68102-1944

NATIONWIDE MUTUAL INSURANCE COMPANY
Attn: Rick Drury, Reinsurance Claims Dir.
Re: Catastrophe XOL Covers- 1983, 1989
C/O ICO Nationwide Indemnity
Reinsurance Management Service
500 Third Street - 5th Floor
Wausau, WI 54403

NAVIGATORS MANAGEMENT COMPANY INC
(fka SOMERSET LTD)
Attn: Paul C. Kluga, VP - Reinsurance
Re: Catastrophe XOL Covers - Oakland Fire
400 Atlantic Street-8th Floor
Stamford, CT 6901

NEW ENGLAND REINSURANCE CORP. (NERCO)
Attn: Michael E. Hotaling, President
Re: 1982 Surplus Treaty
100 High Street
Boston MA 2110

NEW HAMPSHIRE INSURANCE COMPANY
Attn: Claims Officer
Re: 1982, 1983, 1984, 1985 Surplus Treaty
175 Water Street - 18th Floor
New York, NY 10038

OIC RUN-OFF LIMITED
(fka ORION INSURANCE COMPANY PLC)
Attn: Andrew Jones
Re: Catastrophe XOL Covers- 1983, 1989
C/O Armour Risk Management Ltd.
20 Old Broad Street-4th Floor
London EC2N 1DP
UNITED KINGDOM

OX REINSURANCE COMPANY LTD
(fka STOREBRAND INSURANCE COMPANY (UK) LTD)
Attn: Gary Dunn
Re: Catastrophe XOL Covers - Multi Years
c/o Pro Insurance Solutions Ltd
Bruton Court, Bruton Way
Gloucester GL1 1DA
UNITED KINGDOM

PRAETORIAN INSURANCE COMPANY
(fka INSURANCE CORPORATION OF HANNOVER)
Attn: Matthew Bethke, Specialist
Re: Catastrophe XOL Covers - 1983, 1984
C/O Inpoint
5600 West 83rd Street-Suite 1100
Minneapolis, MN 55437

QBE INSURANCE CORPORATION
(fka VICTORY REINSURANCE COMPANY OF AMERICA)
Attn: Paul M. Stachura, Chief Claim Officer
Re: Catastrophe XOL Covers - 1982
Wall Street Plaza
88 Pine Street-4th Floor
New York, NY 10005-1801

QBE REINSURANCE CORPORATION
(fka AMERICAN ROYAL REINSURANCE COMPANY)
Attn: Paul M. Stachura, Chief Claim Officer
Re: Catastrophe XOL Covers - 1983, 1984
Wall Street Plaza
88 Pine Street-4th Floor
New York, NY 10005-1801

QBE REINSURANCE CORPORATION
Attn: Paul M. Stachura, Chief Claim Officer
Re: Catastrophe XOL Covers - 1982
Wall Street Plaza
88 Pine Street-4th Floor
New York, NY 10005-1801

Provinzial Nord Brandkasse AG
(fka PROVINZIAL BRANDKASSE VERSICHERUNGSANST)
Attn: Christian Paul Berger
Re: Catastrophe XOL Covers - 1989
Sophienblatt 33
24097 Kiel
GERMANY

Provinzial Rheinland Holidng EIN Unterne
(fka PROVINZIAL FEUERVERSICHERUNGS)
Attn: Patric Fedlmeier
Re: Catastrophe XOL Covers - 1989
Provinzialplatz 1
40591 Duesseldorf
GERMANY

R&Q INSURANCE (MALTA) LIMITED
(fka BALTICA-SKANDINAVIA INSURANCE CO (UK) LTD)
Attn: Richard Finney
Re: Catastrophe XOL Covers - 1989
R & Q Market Services Ltd.
71 Fenchurch Street
London, EC3M 4BS
UNITED KINGDOM

R&Q INSURANCE (MALTA) LIMITED
(fka COLONIA VERSICHERUNG AG)
Attn: Richard Finney
Re: Catastrophe XOL Covers - 1989
R & Q Market Services Ltd.
71 Fenchurch Street
London, EC3M 4BS
UNITED KINGDOM

SENTRY INSURANCE A MUTUAL COMPANY
(fka SENTRY REINSURANCE, INC.)
Attn: Mark R. Trautschold, Claims Officer
Re: 1982 Surplus Treaty
1800 North Point Drive
Stevens Point, WI 54481

SIRIUS AMERICA INSURANCE COMPANY
(fka FOLKSAMERICA REINSURANCE COMPANY)
Attn: Thomas Rufulo
Re: Catastrophe XOL Covers - 1983
140 Broadway-32nd Floor
New York, NY 10005-1108

SOMPO JAPAN NIPPONKOA INSURANCE COMPANY
(fka NISSAN INSURANCE COMPANY (EUROPE) LTD)
Attn: T. Yoshino, CEO & Managing Director
Re: Catastrophe XOL Covers - Multi Years
6 Devonshire Square-1st Floor
London, EC2M 4YE
UNITED KINGDOM

SOMPO JAPAN NIPPONKOA INSURANCE INC
(fka KOA FIRE & MARINE INSURANCE COMPANY LTD)
Attn: Junko Tsukui, Reinsurance Department
Re: Catastrophe XOL Covers - Multi Years
26-1, Nishi-Shinjuku 1 Chome
Shinjuku-KU
Tokyo 160-8338
JAPAN

SOMPO JAPAN NIPPONKOA INSURANCE INC
(fka NIPPON FIRE & MARINE INSURANCE COMPANY)
Attn: Junko Tsukui, Reinsurance Department
Re: Catastrophe XOL Covers - Multi Years
26-1, Nishi-Shinjuku 1 Chome
Shinjuku-KU
Tokyo 160-8338
JAPAN

SOMPO JAPAN NIPPONKOA INSURANCE INC
(fka NISSAN FIRE & MARINE INSURANCE CO LTD)
Attn: Junko Tsukui, Reinsurance Department
Re: Catastrophe XOL Covers - Multi Years
26-1, Nishi-Shinjuku 1 Chome
Shinjuku-KU
Tokyo 160-8338
JAPAN

SOMPO JAPAN NIPPONKOA INSURANCE INC
(fka NISSAN FIRE & MARINE INSURANCE CO LTD-JP)
Attn: Junko Tsukui, Reinsurance Department
Re: Catastrophe XOL Covers - Multi Years
26-1, Nishi-Shinjuku 1 Chome
Shinjuku-KU
Tokyo 160-8338
JAPAN

SOVEREIGN INSURANCE (UK) LIMITED
Attn: Gordon Dale
Re: Catastrophe XOL Covers - 1983
c/o Pro Insurance Solutions Ltd
Bruton Court, Bruton Way
Gloucester GL1 1DA
UNITED KINGDOM

STARNET INSURANCE COMPANY
Attn: Paul J. Hancock, Director
Re: Catastrophe XOL Covers - 1983
11201 Douglas Avenue
Urbandale, IA 50322-3707

SUECIA INSURANCE COMPANY
Attn: Scott Gottesman, Secretary
Re: 1982 Surplus Treaty
220 White Plains Road-Floor 3
Tarrytown, NY 10591

WESTPORT INSURANCE CORPORATION
(fka EMPLOYERS REINSURANCE CORPORATION)
Attn: Robert Crowder, VP-Claims & Liability
Re: 1983, 1984, 1985 Surplus Treaty, Catastrophe XOL
Covers-1983
5200 Metcalf Avnue
Overland Park, KS 66201

WESTPORT INSURANCE CORPORATION
(fka PURITAN INSURANCE COMPANY)
Attn: Robert Crowder, VP-Claims & Liability
Re: 1983, 1984, 1985 Surplus Treaty, Catastrophe XOL
Covers-1983
5200 Metcalf Avnue
Overland Park, KS 66201

Walsun Insurance Limited - In Liquidation
(fka TAI PING INSURANCE COMPANY OF TAIPEI)
Attn: Cathi Chen
Re: 1984, 1985 Surplus Treaty
9F, 85, Section 2
Nanjing East Road
Taipei
TAIWAN

TAISEI REINSURANCE COMPANY LTD
(fka TAISEI FIRE & MARINE INSURANCE CO - JPN)
Attn: Michael Cummins
Re: Catastrophe XOL Covers - 1983, 1987, 1990
C/O Quest Consulting (London)
52-54 Gracechurch Street
London EC3V 0EH
UNITED KINGDOM

TAISEI REINSURANCE COMPANY LTD
(fka TAISEI FIRE & MARINE INSURANCE CO - UK)
Attn: Michael Cummins
Re: Catastrophe XOL Covers - 1983, 1987, 1990
C/O Quest Consulting (London)
52-54 Gracechurch Street
London EC3V 0EH
UNITED KINGDOM

TOKIO MARINE & NICHIDO FIRE INSURANCE CO
Attn: James M. Caballero, VP - Claims
Re: Catastrophe XOL Covers - 82, 83 - Various Losses
C/O Fifth Avenue Claim Service
555 Fifth Avenue-Suite 800
New York, NY 10017

UNIPOLSAI ASSICURAZIONI S.P.A.
(fka SOCIETA ASSICURATRICE INDUSTRIAL (SAI) ITL)
Attn: Maurice McCrohan, Claims Manager
Re: Catastrophe XOL Covers - 1983
C/O Unipolre Limited
The Watermarque Building-Ringsend Road
Dublin 4
IRELAND

UNITED FIRE & CASUALTY COMPANY
Attn: David Conner, Chief Claim Officer
Re: Catastrophe XOL Covers - 1989
118 Second Avenue SE
Cedar Rapids, IA 52401

VESTA FIRE INSURANCE CORPORATION - IN LIQ
(fka LIBERTY NATIONAL FIRE INSURANCE COMPANY)
Attn: Craig A. Koenig-Special Deputy Receiver
Re: Catastrophe XOL Covers - 1982, 1983, 1984
Prime Tempus Inc.
27310 Ranch Road 12
Dripping Springs, TX 78620

WAUSAU INSURANCE COMPANY LIMITED-UK

Attn: Gary Dunn

Re: Catastrophe XOL Covers - 1983

c/o Pro Insurance Solutions Ltd

Bruton Court, Bruton Way

Gloucester GL1 1DA

UNITED KINGDOM

ZURICH AMERICAN INSURANCE COMPANY

Attn: Holly Drake, Head of Asset Mgmt

Re: Catastrophe XOL Covers - 82 - Various Losses

1299 Zurich Way

Schaumburg, IL 60196-1056

Index No. 452122 Year 2013

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

In the Matter of

the Liquidation of

ICM INSURANCE COMPANY.

ORDER TO SHOW CAUSE AND AFFIRMATION (Compromise and Settlement)

JOHN PEARSON KELLY

Attorney for Superintendent of Financial Services as Liquidator

Office and Post Office Address, Telephone

New York Liquidation Bureau

110 William Street

New York, NY 10038

(212) 341-6755

Fax (212) 233-0461

ATTORNEY CERTIFICATION

The undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information, belief and reasonable inquiry, the contentions in the above referenced document(s) are not frivolous.

Dated: July 21, 2017 New York, New York

Eric S. Hong (signature) Eric S. Hong

[] NOTICE OF ENTRY

that the within is a (certified) true copy of a duly entered in the office of the clerk of the within named court on the day of 20

[] NOTICE OF SETTLEMENT

that an order settlement to the HON.

of which the within is a true copy will be presented for one of the judges of the within named court, at 20 at

Dated:

, on

Yours, etc.

JOHN PEARSON KELLY

Attorney for Superintendent of Financial Services as Liquidator

Office and Post Office Address, Telephone

New York Liquidation Bureau

110 William Street

New York, NY 10038

(212) 341-6755

Fax (212) 233-0461